

Town of West Hartford, Connecticut
Department of Financial Services Purchasing Services Division
50 South Main Street, West Hartford, CT 06107-2431

INVITATION TO BID

Bid No. 6163F	Opening Date Sept. 16, 2010	Opening Time 2:30 PM	<input checked="" type="checkbox"/> Formal Bid <input type="checkbox"/> Informal Bid	THIS IS <u>NOT</u> AN ORDER
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This **INVITATION TO BID** form, with your response on it, must be received by the Purchasing Services Division, at the above address, prior to the bid opening at the time and date shown above. Bids must contain an original signature and must be submitted in a sealed envelope. All bid envelopes must indicate the bid number, time and opening date. At the designated time, all bids will be publicly opened and read. **THIS IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED AS WELL AS ALL ATTACHED SPECIFICATION SHEETS AND DRAWINGS.**

Department: Public Works	Division:	Required	Requisition No.:
Shipping Destination 17 Brixton St. West Hartford, CT			
DESCRIPTION		UNIT PRICE	TOTAL
<p>The Town of West Hartford is accepting bids for Snow Plowing and Hauling Services per the attached specifications dated August 19, 2010.</p> <p>A pre bid conference will be held on September 2, 2010 at 9:30 AM at the Public Works Department, 17 Brixton St. West Hartford at which time questions concerning the project will be answered.</p> <p>Please complete the bottom of this page and submit with your Bid Response on the attached Bid Form.</p> <p>Insurance Requirements are per the attached Insurance Exhibit.</p>			
		TOTAL \$	

We hereby agree to furnish and invoice above listed materials or services, delivered or performed in accordance with your specifications, requirements and terms as specified herein at prices specified above.

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, <http://west-hartford.com/TownServices/TownDepartments/FinancialServices/BidResults.htm> a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure. The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town Of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

Delivery Date		Shipment via		FEIN #		Terms % DAYS	
Vendor Name			Address		City, State, Zip		
Telephone	Fax No	Authorized Signature		Printed Name		Title	
NOTE: Failure to affix an authorized signature to this form will result in rejection of the bid.							

TOWN OF WEST HARTFORD
SNOWPLOWING AND HAULING SPECIFICATIONS
BID # 6163F
August 19, 2010

A. DEFINITIONS

1. Plow Unit: a motor truck, model year 1995 or newer, in good operating condition, minimum 26,001, GVW (either factory rated or certificate provided by Motor Vehicle Department), with a single rear axle, with contractor's plow, plow frame, pins and chains attached. The contractor must provide drivers that hold a valid Connecticut driver's license appropriate for the class of vehicle operated. Tag Axle trucks are not preferred. Contractor must get DPW Director, or his designees, approval prior to award. Plow units will be on-line for a minimum of 6 hours. No portal to portal charges.

Sanding Requirement: 26,001 GVW Truck, with plow, mounted with a 6 cubic yard sander and plow. No portal to portal charges.

At the request of the contractor and with the permission of, the Streets Division Supervisor (or his designee), a wheel loader may be used as a plow unit at the plow unit price. In order to be considered a candidate as a plow unit, the wheel loader must be bid as a plow unit in section 1 of the Bid Forms. No portal to portal charges.

2. Wheel Loader: a maximum 3 cu. yd. machine operated by the contractor's qualified operator. Wheel loader must have ability to add wheel chains in the event conditions warrant. The DPW supervisor and/or his designee will determine event conditions. Wheel loaders assigned to parking lots will be equipped with a plow box / push box / containment plow. No portal to portal charges.
3. Skid Steer Loader: a front-end rubber tire loader with ROP, bucket and plow. The width of the bucket and plow shall be a minimum of 4 feet and the machine shall be capable of turning on its own axis. The machine shall be operated by a qualified operator. Skid steer used for concrete decking shall be rubberized and approved by Municipal Parking Supervisor prior to award. No portal to portal charges.
4. Pickup Truck: with plow, a minimum 1 ton rated (or higher) 4-wheel drive vehicle with an 8', 4 way plow, operated by a licensed operator provided by the contractor. No portal to portal charges.
5. Snow Thrower: must be able to throw snow directly into tri-axle without modifying or raising the body (i.e. in the tri-axles' normal down position). Snow throwers will be on-line for a minimum of four (4) hours. No portal to portal charges.
6. Hauling only: must use tri-axle for post storm snow hauling. Hauling trucks will be on line for a minimum of four (4) hours. No portal to portal charges.
7. NO Flat Bed Trucks allowed.

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Vehicles will be assigned to specific routes at the discretion of the DPW Director, or his designee. This will be determined based on the size of the vehicle and the passageways of the roads. Every effort will be made to keep a contractors assigned area for the duration of the plowing season. It is expected that the contractor will make every effort to provide the same operator to their designated area.

B. EQUIPMENT

1. The contractor shall have equipment available to the Town whenever requested (day or night, including weekends and holidays) to plow and sand.
2. All plow equipment must have chains available for use.
3. All equipment must pass the inspection of the Fleet Maintenance Supervisor or his designee. Equipment inspection shall be no later than November 1 of the current season. Purchase orders will not be released without inspection.
4. Contractor shall provide plows for all plow vehicle / trucks. Plows must be hydraulic 4-way on all trucks. Wheel loader / combination units may be fixed with prior approval.
5. Any plow or equipment (skid steer/loader) that is used to clear concrete decking must use rubberized plow blade.
6. All vehicles must meet and maintain throughout the term of the contract, all Federal and State vehicle certification requirements. All vehicles must pass a State of Connecticut Motor Vehicle Inspection prior to each plowing season.
7. All Hauling equipment must be tri-axles.

NOTE: The suitability of all equipment and conformance with specifications shall be determined by the Town. (Prior to contract award)

C. REPAIRS

1. If minor repairs to equipment are required during plowing or hauling operations a bay may, at the sole discretion of the Fleet Maintenance supervisor or his designee, be offered for the Contractor to make minor repairs. Fleet maintenance staff will not be available for contractor repairs. Major equipment repair will not be undertaken by the Town. The contractor will be clocked-out thirty (30) minutes and remain offline until the repairs are completed and the unit is placed back on line by a DPW supervisor or his designee. Flat tires shall be the sole responsibility of the contractor.
2. The decision as to whether a repair is major or minor will be decided by the Fleet Maintenance Division Supervisor or his designee.

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3. Gasoline or diesel fuel and lubricating oil shall be the sole responsibility the contractor. Each piece of equipment shall report with its fuel tank(s) filled. Refueling during the operation shall be the Contractors' responsibility.
4. The need for and use of a tow truck will be the sole responsibility of the contractor.
5. Driver shall immediately notify Storm Supervisor and Contractor of equipment failure or breakdown.

D. REPORTING

1. All drivers must report to the Supervisor's Office for clocking-in (unless instructed otherwise) with their vehicles fueled, running, and ready for assignment.
2. All vehicles instructed to report to the Town yard MUST arrive at the designated start time of the snow operation or liquidated damages will be assessed.
3. All contractors shall return directly to the Town yard when their assignments are completed to sign-out. Vehicles stored at the DPW yard should be equipped with secured gas tanks or loss of gas will be at the contractor's risk.
4. Meals and rest periods shall be taken "off the clock", after being approved by a Streets Division Supervisor or his designee.
5. All drivers and equipment provided by the contractor under the contract pursuant to this solicitation shall be used in those areas as determined by the Town, and shall be under the direction and supervision of the Town.
6. Contractors must supply the Town with contact numbers, such as home phone, work phone, pagers, and cell phone.
7. Minimum hours: Plow units will be on line a minimum of 6 hours. Snow thrower will be on line a minimum of 4 hours. Hours are defined as beginning and ending with the Supervisor's clocking in and out. There will be no portal to portal charges.
8. Contractors shall provide drivers with cell phones for emergency communications, (i.e. breakdowns etc).

E. REQUIRED DOCUMENTS

The following documents are required based on Federal or State DOT regulations. Penalties may be assessed for incomplete documentation.

1. List of prospective drivers; list of any and all drivers who will be operating vehicles under the terms of this bid; please keep in mind you can only send those drivers

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2. Photocopies of each drivers' license Current year drivers' history report from DMV (must be done every year and must be within one month of reporting); purchase order/payment will be withheld until received annually.
3. Registration numbers identifying each vehicle; please keep in mind you can only send those vehicles
4. Insurance Certification as defined in Insurance Exhibit ;
5. Verification that the Contractor and their drivers participate in a CDL random drug screening program. Verification must be in the form of a written letter from the company performing the screening. In the letter it must state the employees who are participating (which should match the list of drivers). Contractors will remove any driver who does not pass the drug screening test;

ALL DOCUMENTATION MUST BE PRODUCED AT THE BEGINNING OF EACH SEASON PRIOR TO VEHICLES AND OPERATORS BEING PUT INTO SERVICE.

F. LIQUIDATED DAMAGES

The contractor shall pay the Town liquidated damages, in an amount equal to the contractor's hourly bid rate for a particular type of equipment.

This will be assessed:

- (1) each and every time the contractor fails to provide equipment contracted for, (including quantity of equipment) or,
- (2) if the contractor provides equipment that repeatedly fails to operate or,
- (3) if the contractor fails to arrive at the Town yard at designated start time of operation or,
- (4) if the contractor fails to provide any of the required documentation in a timely manner or,
- (5) if the contractor fails to provide a competent operator.
- (6) Any other violation of this contract may result in Liquidated Damages

The amount of liquidated damages shall be assessed not as a penalty, but as liquidated damages, which the Town shall suffer by reason of such default. The Town and contractor shall acknowledge that such damages are uncertain or difficult to prove and that amounts assessed are reasonable. In addition to liquidated damages, the contract may be terminated if excessive damages are assessed.

In event of any unavoidable cause beyond the control of the contractor, whether natural or man made, which renders the provision of services impossible, the assessment of liquidated damages will not be made. Such occurrences shall include, without limitation, death of the contractor; destruction of all or a major portion of the contractor's equipment; legal order by a court of competent jurisdiction; war, famine, flood, plague, pestilence or act of God.

Example: (1) Contractor bids \$100.00 per hour for a single piece of equipment. During operation, contractor fails to arrive within the designated hour; the contractor will be invoiced \$100.00 per hour per violation. (2) Contractor offers 10 pieces of equipment at \$100.00 per hour per piece. During operation, only 8 pieces of equipment are available, the contractor will be

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invoiced \$200.00 per hour for the duration of the storm. (Storms end when the final contractor is released for that storm)

G. EXPERIENCE

The contractor shall provide a list of employees and shall immediately, in writing, notify the Town of any changes to this list. The contractor shall assign a qualified person or persons to be in charge of their operations. Drivers shall have minimum 2 years experience plowing suburban streets. Each employee shall, at all times carry a valid operator's license for the type of vehicle he or she is driving. Operator while in service shall also carry a valid Original U.S. D.O.T. or CT Medical Examiner's certificate. The contractor shall obtain from the State Department Of Motor Vehicles, at least once per year a copy, of the "Driver's History" record for each employee that is or will be assigned to operate a motor vehicle within the Town Of West Hartford. The Town reserves the right to disqualify a driver based on infractions recorded on their driver history. (i.e. DUI) The contractor shall provide the Public Works Director with current copies of such Driver's History. The Driver's History shall include a detailed list of plowing experience with previous employer's name. The contractor shall take appropriate and timely action, including, if safety so requires, the removal of a driver from assignment in West Hartford. In determining appropriate action, the contractor shall consider the recommendations of the Town and their respective representatives. The Town retains the right, without being held in violation of the contract, to obtain a temporary restraining order if it determines that such action is necessary.

The Town may request the dismissal of any employee of the contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

The Town reserves the right to remove any unsatisfactory driver.

The contractor shall provide operating and safety training for all personnel and shall also be held responsible for any property damage deemed the result of negligence. The Town recommends the contractor utilize drivers that have driven for West Hartford in the past.

H. AWARD

The contract awarded pursuant to this solicitation shall be for three periods of five (5) months, from 11/15/10 – 4/15/11 (period I) and from 11/15/11 - 4/15/12(period II) and from 11/15/12 - 4/15/13 (period III). Upon mutual agreement with the Town of West Hartford, Department of Public Works, and the contractors, this contract may be extended for two one (1) year extensions (through April 2015).Contractors must furnish bids for all three periods to be considered for award. The rates quoted in periods I, II and III shall be averaged and vendors shall be ranked based upon that average. Unbalanced bids shall be rejected. This award will be based on best value. Best value will consider driver's experience in West Hartford, Cost, and equipment provided.

For each of the equipment categories stated, the contractor offering the best value to the Town shall be requested first; the next contractor offering the best value to the Town shall be requested

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second, etc., until the proper quantities of equipment, as determined by the Public Works Department, have been procured.

Payments: Contractor to provide monthly invoices with specific breakdowns of each storm worked, including dates, hours, vehicles, and personnel information. Contractor shall be responsible to direct invoices to the appropriate Public Works Division for which work was performed noted below:

Work performed in Municipal Parking Lots and Snow Hauling Operation shall be directed to Municipal Parking – C/O Brooke Nelson

Work performed Plowing Town Streets shall be directed to Environmental Services - C/O Dave Gabriele

Work performed Plowing BOE School Parking Lots shall be directed to Grounds Division – C/O Rick DiBella

I. INSURANCE

The contractor shall carry insurance in amounts and types shown on the attached insurance exhibit and must submit proof of this coverage to the Towns prior to any snow removal operations.

J. TERMINATION

The Town may terminate the contract pursuant to this solicitation for cause or convenience upon providing the contractor with written notice of such termination.

K. LIABILITY

Contractor shall be liable for all damages due to negligence. Negligence is determined by the DPW Director or his designee.

L. DISPUTE RESOLUTION

- a) In the event of any dispute between the parties relating to or arising out of any provisions of this contract, the representatives of the parties shall meet promptly in an effort to resolve the dispute extra judicially.
- b) If the dispute is not resolved as a result of such meeting, the dispute shall be referred to the members of the senior management of each party within ten (10) days after the meeting prescribed in Paragraph a.

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- c) The members of the senior management of each party shall meet to attempt to resolve the dispute within thirty (30) days after the dispute has been referred to the as prescribed in Paragraph b.
- d) Prior to the meeting of the members of the senior management of each party, the parties shall exchange a written summary of the issues and the underlying evidence relating to the dispute. The disputing party shall submit its written summary to the other party twenty (20) days before the meeting of senior management. This submission shall set forth the basis of its dispute and identify the member of its senior management authorized to resolve the dispute on its behalf. Ten (10) days thereafter, the other party shall submit its written summary to the disputing party. This submission shall respond to the matters raised in the written summary provided by the disputing party and identify the member of its senior management authorized to resolve the dispute on its behalf.
- e) If the dispute is not resolved by the senior management of each party, the parties may appoint a neutral advisor who shall within sixty (60) days submit to the parties a non-binding opinion which addresses the merits of each party's position and assesses which party is likely to prevail at trial on the merits. The parties shall decide whether or not they will proceed to appoint a neutral advisor within fifteen (15) days from the failure of senior management to resolve the dispute pursuant to Paragraphs c and d. In the event the parties elect to appoint a neutral advisor, the parties shall proceed as follows:
 - 1) The parties shall exchange names of potential advisors and select from this pool a mutually acceptable candidate. If the parties cannot agree on the selection of a neutral advisor, the president of the Center for Public Resources or his designee shall select a neutral advisor from the Judicial Panel of the Center for Public Resources.
 - 2) The parties shall enter into an agreement with the neutral advisor prohibiting any ex parte contacts with the neutral advisor without the explicit consent of the other party and requiring the neutral advisor to treat any information conveyed to him as confidential and prohibit his disclosure of any confidential or trade secret information. The agreement shall also provide that the neutral advisor will be disqualified as a trial witness, consultant, or expert for any party and that his advisory opinion of the likely outcome of any litigation of the dispute is subject to Rule 408 of the Federal Rules of Evidence and is inadmissible for any purpose.
 - 3) Ten (10) days after the neutral advisor has been designated, each party shall submit to the neutral advisor, as well as to the other party, a written statement summarizing the issues and underlying evidence supporting its position. The

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written statements are to be no longer than (30) 8 1/2" x 11" double-spaced pages.

- 4) If the neutral advisor wishes to consult with the parties on any issue relating to the dispute, he shall outline his general areas of inquiry and, on agreement by both parties, he may submit written questions jointly to the parties. The parties shall respond to these questions in writing, and shall provide each other with a copy of any such response.
- 5) The fees and expenses and the neutral advisor shall be apportioned equally to each side.
- 6) Ten (10) days after the neutral advisor issues his opinion to the parties, members of the senior management shall meet again in an attempt to resolve the dispute.
- 7) Either party may resort to judicial proceeding if (a) the good faith attempts to resolve the dispute stated in Paragraphs a, c, and e(6) are unsuccessful or (b) interim resort to court is necessary to prevent irreparable injury to a party or to third parties. In lieu of resorting to judicial proceedings, the parties may mutually agree to have the complaining party proceed to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining.

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BID FORM

Please state prices and other information as specified in the spaces provided below:

1. PLOW UNITS: (Plows must include sanders.)

<u>MAKE/MODEL</u>	<u>YEAR</u>	<u>REG #</u>	<u>PERIOD I</u> (price per hr. with operator)	<u>PERIOD II</u> (price per hr. with operator)	<u>PERIOD III</u> (price per hr. with operator)	<u>AVERAGE I, II, III</u> (price per hr. with operator)
1. _____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____	_____

2. HAULING TRUCKS: (ONLY CONTRACTORS PROVIDING PLOWING TRUCK OR LOADER MAY BID ON HAULING)

Tri Axles

<u>MAKE/MODEL</u>	<u>YEAR</u>	<u>AXLES</u>	<u>CAPACITY</u>	<u>PERIOD I</u> (price per hr. with operator))	<u>PERIOD II</u> (price per hr. with operator)	<u>PERIOD III</u> (price per hr. with operator)	<u>AVERAGE I, II, III</u> (price per hr. with operator)
1. _____	_____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____	_____	_____

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3. WHEEL LOADERS:

<u>MAKE/MODEL</u>	<u>CUBIC YD. CAP OF MACHINE</u>	<u>PERIOD I</u> (Price per hr. with operator)	<u>PERIOD II</u> (Price per hr. with operator)	<u>PERIOD III</u> (Price per hr. with operator)	<u>AVERAGE</u> <u>PERIODS I, II, III</u> (Price per hr. with operator)
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____

4. SKID STEER LOADER WITH BUCKETS AND PLOWS:

<u>MAKE/MODEL</u>	<u>PERIOD I</u> (price per hr. with operator)	<u>PERIOD II</u> (price per hr. with operator)	<u>PERIOD III</u> (price per hr. with operator)	<u>AVERAGE PERIODS</u> <u>I, II, III</u> (Price per hr. with operator)
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____

5. 4 WHEEL DRIVE 1 TON PICKUP

<u>MAKE/MODEL</u>	<u>REG #</u>	<u>PERIOD I</u> (price per hr. with operator)	<u>PERIOD II</u> (price per hr. with operator)	<u>PERIOD III</u> (price per hr. with operator)	<u>AVERAGE PERIODS</u> <u>I, II, III</u> (price per hr. with operator)
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____

NAME

SIGNATURE

COMPANY NAME

DATE

INSURANCE EXHIBIT

The Contractor shall procure insurance coverage against claims that may arise from, or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall keep all the required insurance in force continuously pursuant to their responsibility described in this contract, including any and all extensions. The Contractor shall pay all costs, premiums, and audit charges earned and payable under the required insurance.

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance:

The insurance required shall be written for not less than the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the Town from additional limits and coverage provided under the Contractor's policies.

1) **Commercial General Liability:**

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

2) **Automobile Liability and Physical Damage Coverage:**

\$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

3) **Umbrella Liability:**

\$1,000,000 per occurrence following form.

4) **Workers' Compensation:**

Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut. Coverage B / Employer's Liability: limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.

5) **Personal Property:**

"All risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000. The Contractor agrees that the Town will not assume any responsibility for the Contractor's personal property.

B. Additional Insured Endorsement:

All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.

C. Acceptability of Insurers:

Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Town's Risk Manager.

D. Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Waiver of Subrogation:

Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Town.

F. Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Town thirty (30) days prior to each policy expiration.

G. Aggregate Limits:

If a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. All aggregate limits must be declared to the Town. It is agreed that the Contractor shall notify the Town with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.

H. Deductibles and Self-Insured Retentions:

Contractor must declare any deductibles or self-insured retentions to the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

I. Notice of Cancellation or Nonrenewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Town. Ten (10) days prior written notice shall be given for non-payment of premium

J. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1) **Liability Coverages**

- a) The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self-insurance maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it.
- b) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought.
- c) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town.

K. Verification of Coverage:

The Contractor shall provide the Town with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to: Town of West Hartford, Risk Management Division, 50 South Main Street, West Hartford, Connecticut 06107.

L. Failure to Purchase or Maintain Insurance:

If the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

Initials/ Contractor

Date

Initials/ Town of West Hartford

Date

INSTRUCTIONS TO BIDDERS

ANTI DISCRIMINATION

The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.

APPLICABLE LAW

The Contract pursuant to this solicitation shall be governed by, and the Town and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Connecticut, except as otherwise provided in such Contract or in laws pertaining specifically to the Town. This Contract shall be governed by the laws of the State of Connecticut, and suits pertaining to this contract shall be brought only in federal or state courts in the state of Connecticut.

ASSIGNMENT - DELEGATION

No right or interest in the contract shall be assigned by the Contractor without prior written permission of the Town, and no delegation of any duty of Contractor shall be made without prior written permission of the Town's Purchasing Agent. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

AWARD OF CONTRACT

Award will be made to the lowest responsible qualified bidder.

A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

The Purchasing Agent reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation. Each bid will be received, with the understanding that the acceptance in writing by the Purchasing Agent of the offer to furnish any or all of the commodities described therein, shall constitute a contract between the Bidder and the Town, which shall bind the Bidder on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted bid and specifications. No alterations or variations of the terms of the contract shall be valid or binding upon the Town unless made in writing and signed by the Purchasing Agent. The placing, in the mail to the address given in the bid or delivery of a notice of award to a bidder will constitute notice of acceptance of an offer. When so requested by the Purchasing Agent, the Contractor shall execute a formal contract with the Town for the complete performance specified therein. The contract may be terminated or annulled by the Purchasing Agent upon nonperformance of contract terms or failure of the Contractor to furnish performance surety and/or insurance certificates within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

Failure of a Contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Agent or failure to make replacements of rejected commodities when so requested, immediately or as directed by the Purchasing Agent, will constitute authority for the Purchasing Agent to purchase in the open market, the commodities to replace the commodities rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Town for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Town reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

BEST CUSTOMER PREFERENTIAL PRICING

The contractor shall reduce the contract price of any good or service for which a contract award is executed to an amount equal to or lower than any pricing offered to any other commercial customer or the general public. This reduction in price shall be applied when the goods or services are identical to those contracted for and quantities requested meet any minimum quantity requirements for such pricing.

CERTIFICATION

By signature of the offeror, the offeror certifies:

The submission of the offer did not involve collusion or other anti-competitive practices.

The offeror had not given, offered to give, not intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting Contract and may be subjected to legal remedies by law.

The offeror submitting the offer hereby certifies that the individual signing the offer and/or Contract is an authorized agent for the offeror and has the authority to bind the offeror to the contract.

CLAYTON ACT ASSIGNMENT OF RIGHTS

The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

CONTRACT

The contract pursuant to this solicitation shall be based upon the request for bid issued by the Town and the offer submitted by the Contractor in response to the request for bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the request for bid. The Town reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the offer, as determined by the Town Purchasing Agent, shall be deemed nonresponsive and the offer rejected. Such contract shall contain the entire agreement between the Town and the Contractor relating to this requirement and shall prevail over any and all previous Agreements, contract, proposals, negotiations, purchase orders or master Agreements in any form.

CONTRACT AMENDMENTS

The contract pursuant to this solicitation shall be modified only by a written contract amendment signed by the Town Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.

COST OF BID PREPARATION

The Town shall not reimburse the bidder for the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

DELIVERY

All prices bid must be on the basis of F.O.B. destination, inside delivery, unloaded and assembled unless otherwise indicated in the bidding documents. The contractor shall be responsible for all freight cost.

It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable O.S.H.A., Federal and State laws and regulations.

Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bidding documents. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

Delivery must be made as ordered and in accordance with the bidding documents. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Contractor. Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing or sacks, the containers to remain the property of the Town unless otherwise stated in the bidding documents.

GRATUITIES

The Town may, by written notice to the Contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

INDEMNIFICATION

The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

Bodily injury, sickness, disease, or death; and/or

Damage to or destruction of property, real or personal; and/or

Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

- To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the West Hartford Board of Education and the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

INTERPRETATION OF BIDS

Qualified bids are subject to rejection in whole or in part. A qualified bid is defined as one limiting or modifying any of the terms and conditions and/or specifications of the invitation to bid.

Bidders are cautioned to initial erasures, alterations or corrections. Failure to do so may result in rejection of bids.

Unless limited by the term "no substitute", the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described; but the article offered must be of such character and quality that it will serve the purpose for which it is to be used, equally as well as that specified, and shall be deemed by the Town to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered, and bidder shall furnish such other information concerning the article being offered as necessary to evaluate its

acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

The Purchasing Agent reserves the right to reject any or all bids, or the bid for any one or more commodities or contracted services included in any or all bids, to waive any informality in bids and unless otherwise specified, to buy any part or the whole from one or more bidders when it is to the Town's best interest to do so.

INTERPRETATION - PAROL EVIDENCE

The contract pursuant to this solicitation is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of such Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party had knowledge of the nature of this performance and opportunity to object.

LAW OF WAIVER

Any breach of contract which the Town does not object to shall not operate as a waiver of the Town to seek remedies available to it for any subsequent breach.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

PUBLIC RECORD

All proposals submitted in response to this request shall become the property of the Town and shall become a matter of public record available for review subsequent to the award notification.

PROPERTY TAX ASSESSMENT

All owners of real estate, or of tangible personal property located in any town for three months or more during the assessment year immediately preceding any assessment day, who are nonresidents of such town, shall file lists of such real estate and personal property with the assessors of the town in which the same is located on such assessment day, if located in such town for three months or more in such year, otherwise, in the town in which such property is located for the three months or more in such year nearest to such assessment day, under the same provisions as apply to residents, and such personal property shall not be liable to taxation in any other town in this state. The list of each nonresident taxpayer shall contain his post-office and street address. The assessors shall mail to each nonresident, or to his attorney or agent having custody of his taxable property, at least fifteen days before the expiration of the time for filing lists, blank forms for filing lists of such property. The lists of taxable property of nonresidents shall be arranged in alphabetical order and separate from the lists of residents, provided no such separation shall be necessary in any town the board of assessors of which, upon the request of its property tax collector, has made rules and regulations approved by the secretary of the office of policy and management setting up an alternative method of arrangement.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

RELATIONSHIP OF PARTIES

It is clearly understood that each party shall act in its own individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a Town payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any. The Contractor understands that it is not entitled to compensation in the form of salaries, or to paid vacation or sick days by the Town. The Contractor further understands that the Town shall not provide any insurance coverage to the Contractor, including workmen's compensation coverage.

RIGHTS AND REMEDIES

No provision in these solicitation documents or in the offeror's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

SEVERABILITY

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the Town's Purchasing Agent. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

SUBMISSION OF BIDS

Signed bid offers, on this form, must be returned in sealed envelopes addressed to Department of Finance, Division of Purchasing Services, Town Hall, 50 South Main St., West Hartford, CT 06107 and the envelope must bear the notation that it is a sealed bid, the Bid Number and the vendor's name and address.

Bidders are cautioned to examine the specifications, drawings, samples, etc. pertaining to the bid.

Failure on the part of the bidder to examine all pertinent documents samples, or job areas shall not entitle him to any relief from the conditions imposed in the proposal, the specifications and the contract. Unsigned bids or bids without an original signature will not be accepted.

When a bidder desires an interpretation or clarification of any ambiguity in the bidding documents, he must contact the Purchasing Agent prior to bid opening. The Purchasing Agent's interpretation shall be final and will be made known to all bidders concerned.

The bidder shall insert the price per stated unit and the extensions against each item which he proposed to provide. In the event of a discrepancy between the unit price and the extension, the unit price will govern. (If discounts are shown and there is an error in the extension of the total, the discount offered will govern.) If the price bid per unit is based on any unit other than that stated, the bidder shall state the unit on which the unit price is based.

A bid will not be accepted if it, or the Bid Surety if required, is received at the Purchasing Division Office after the stated time of opening as shown on the bid form. This applies to bids sent by mail as well as those hand delivered. Unsigned bids shall be rejected.

Contractors must furnish Bid Surety. Labor & Materials and Performance Bonds when required. Certificates of Insurance may be required and must be furnished by the Contractor prior to any work being performed.

Purchases made by the Town are exempt from Fair Trade Laws as well as the payment of any sales, excise or Federal transportation taxes. Such taxes must not be included in bid prices. Tax exemption certificates, for merchandise accepted by the Town, will be completed at the request of the Contractor furnishing the goods or services.

When samples are requested they shall be delivered by the bidder properly identified at the time of the bid opening unless the bidding documents indicates a different time. Samples shall be submitted free of charge. Samples will be removed by the bidder at his expense. The Town will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the Vendor, they shall be considered as abandoned and the Town shall have the right to dispose of them as its own property. The Purchasing Agent may, at his discretion, hold the sample or samples of the successful bidder or bidders, for comparison with articles delivered on the Purchase Order, or orders issued subsequent to the award.

SUBMISSION OF INVOICES

The following provisions regarding submission of invoices are an integral part of these bidding documents, and as such, will create a contractual obligation on the part of the awarded vendor. Failure to comply with these contractual requirements may result in a breach of contract:

All invoices submitted to the Town of West Hartford for goods or services shall contain the following minimum information:

- Town Order Number
- Complete description of goods or services rendered.
- Agency and name of individual requesting goods or rendering of services.
- Date of delivery of goods or rendering of services.
- Complete price information including gross amount, discount if applicable, net amount and itemization of labor charges if applicable.
- Additional information as may be required by contract.

All invoices must be forwarded to the Town department to whom goods or services were rendered.

TOXIC SUBSTANCES

In accordance with section 31-40 of the General statutes of Connecticut any person who supplies any toxic substance as defined in 31-40 shall provide the following information:

- 1) The generic or basic chemical name of the toxic substance;
- 2) the level at which exposure to the substance is determined to be hazardous. If known;
- 3) the acute and chronic effects of exposure of hazardous levels;
- 4) the symptoms of such effects;
- 5) appropriate emergency treatment;
- 6) proper conditions for safe use and exposure to such toxic substance;
- 7) procedures for cleanup of leaks and spills of such toxic substance; and
- 8) a label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information shall be disclosed at the time of the bid opening and chemical data sheets will also be required if the products meet the toxic substance criteria.

VENDOR WARRANTY

Vendor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
- b. Warranty the products or services against defective material or workmanship and to repair or replace any damage or marring of products occasioned in transit.
- c. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- d. Indemnify and hold harmless the Town, its agencies, agents, offices, servants or employees from any action, law suit or judgment arising out of defects in its products, materials or workmanship, negligence in its activities or breach of its agreement with the Town, including the cost of defense and counsel fees.

Articles which in any respect fail to conform with the specifications upon which the award is made will be rejected and held subject to the Bidder's disposition and expense.

WEST HARTFORD TOWN HALL DIRECTIONS

FROM THE WATERBURY AREA

1. Exit 43 (Park Road)
2. Take a left on to Park Road
3. Take a right at the traffic light (Raymond Road)
4. Go straight through traffic light (Boulevard)

The Town Hall parking lot is on your left

FROM THE BOSTON AREA

1. Exit 43 (Park Road)
5. Take a left on to Park Road
6. Take a right at the traffic light (Raymond Road)
7. Go straight through traffic light (Boulevard)

The Town Hall parking lot is on your left